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DEC - 8 2023

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
FOURTH JUDICIAL DISTRICT AT FAIRBANKS

ROBERT A. HENDRICK,
Complainant,

NORTHERN STAR (POGO), LLC,
Respondent.

Case No. 4FA-23- CI

COMPLAINT

COMES NOW, Robert A. Hendrick, the plaintiff above named, by and through his attorney, Isaac Derek Zorea, and complains as follows:

I. JURISDICTION

1.1. At all relevant times, plaintiff, Robert A. Hendrick, worked within the Fourth Judicial District, State of Alaska.

1.2. At all relevant times, defendant, Northern Star (Pogo), LLC, has maintained significant business connections within the Fourth Judicial District, State of Alaska.

1.3. Venue properly rests within the Fourth Judicial District, State of Alaska.

II. FACTS

2.1. Plaintiff, Robert A. Hendrick, was initiall hired by defendant, Northern Star Pogo, LLC on December 28, 2015, as a mine supervisor.

COMPLAINT: HENDRICK V. NORTHERN STAR POGO, LLC.

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Ex. A, p. 1

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1 2.2. During the duration of his employment with Northern Star Pogo,
2 LLC, Mr. Hendrick satisfactorily performed all elements of his job, receiving no
3 official reprimands or disciplines concerning his work performance.

4 2.3. Toward the final year, or year and half, of his employment, Mr.
5 Hendrick noticed that significant work place discrimination was occurring favoring
6 employees from Australia over United States born employees.

7 2.4. As the national origins discrimination at Northern Star Pogo increased
8 in frequency and severity at the work site, Mr. Hendrick spoke of his observations
9 and concerns to defendant's HR manager Beth Behner and other managers at
10 Northern Star Pogo. Mr. Hendrick observed that defendant's management staff did
11 not make any efforts to resolve the discriminatory atmosphere at Northern Star Pogo.

12 2.5. As a result of the discriminatory and racially hostile environment at
13 Northern Star Pogo, Mr. Hendrick decided to resign from his employment with
14 defendant. In fact, he voluntarily ended his employment with Northern Star Pogo on
15 July 2020.

16 2.6. As part of his departure from Northern Star Pogo, Mr. Hendrick was
17 asked by his former employer to fill out a exit interview document. When Mr.
18 Hendrick filled out the exit interview document he specifically pointed out that one
19 of the reasons that he was leaving the company was because of the national origin
20 bias in the company and that as a United States born individual he felt he had been
21 discriminated against by the company favoring Australian born employees.

22 2.7. After completing the exit interveiw, Mr. Hendrick sought alternative
23 employment opportunities. As part of seeking new opportunities, Mr. Hendrick
24 sought and received employment with North American Sales Company (NASCO).
25 He was offered, and accepted, employment with NASCO on or about September 1,
26 2022. Mr. Hendrick's new job with NASCO would require that he work on
27 Northern Star Pogo property, which he thought should not be a problem since he was

1 not fired.

2 2.8. On September 9, 2022, Mr. Hendrick was informed by NASCO
3 management that the company was rescinding the job offer that it made to him, and
4 which he has already accepted. NASCO stated that the reason that the job offer was
5 being rescinded was because Northern Star Pogo told them that Mr. Hendrick could
6 not be on its property because of the manner by which he had left its employment.

7 2.9. Mr. Hendrick is aware that at the time he left his employment with
8 Northern Star Pogo, LLC, he was not under any disciplinary investigation
9 concerning any employee misconduct and had never been sanctioned by the
10 defendant for drug use or employee violence or other misconduct. The only issue
11 that existed at the time of his resignation was the fact that he complained about the
12 ongoing discriminatory and hostile work environment on the basis of race and
13 national origins.

14 2.10. Mr. Hendrick was denied employment with NASCO and the sole
15 reason was because of the retaliatory actions taken by Northern Star Pogo
16 management who told NASCO that Mr. Hendrick could not work on its property.
17 Later on the defendant stated that it changed its position stated to NASCO about Mr.
18 Hendrick being banned from working on Northern Star Pogo property. The
19 correction however still stated that NASCO should not hire Mr. Hendrick because he
20 was not a good worker.

21 2.11. Mr. Hendrick states and affirms that he was denied employment with
22 NASCO due to the direct and proximate conduct by Northern Star Pogo, LLC
23 management staff who made false and harmful statements about him. It is clear that
24 these false and harmful statements were made in retaliation for the protected speech
25 conduct that Mr. Hendrick made concerning the racial and national origin based
26 discrimination and hostile work environment at Northern Star Pogo.

1 CAUSES OF ACTION

2 A. RETALIATION/REPRISAL FOR ENGAGING IN PROTECTED ACTIVITY:
3 42 U.S.C. § 2000E-3.

4 3.1. Plaintiff herewith refers to, and by that reference incorporates as
5 though fully set forth herein, the facts in each and every paragraph set forth above,
6 2.1 through 2.11.

7 3.2. Plaintiff is informed and believes that Northern Star Pogo, LLC,
8 managerial staff knew about the protected activities by Mr. Hendrick, wherein he
9 complained frequently to management about the national origin and race related
10 discrimination occurring at the Northern Star Pogo work environment.

11 3.3. Plaintiff is informed and believes that in addition to complaining
12 during his employment about discriminatory conduct occurring at Northern Star Pogo,
13 when he voluntarily resigned his position with the company he mentioned the
14 discrimination in his exit interview documentation.

15 3.4. Plaintiff is informed and believes that based on the allegations that he
16 made in his exit interview documents, Northern Star Pogo instituted an investigation
17 into the discrimination that he alleged occurred at the work site. This investigation
18 made the allegations by Mr. Hendrick widely known within the Northern Star Pogo
19 company.

20 3.5. Plaintiff is informed and believes that when he engaged in protected
21 activity by verbally complaining to Northern Star Pogo's HR staff and writing of
22 discrimination in his exit interview documents, Mr. Hendrick engaged in protected
23 activity as defined in 42 U.S.C. § 2000e-3(a).

24 3.6. Plaintiff believes that Northern Star Pogo engaged in retaliatory
25 behavior toward him when its supervisory employee provided false and harmful
26 information about Mr. Hendrick to his new employer North American Sales
27 Company.

3.7. Plaintiff, Robert A. Hendrick believes that as a direct and proximate result of the retaliatory conduct by Northern Star Pogo's employee, he suffered the loss of job opportunity with North American Sales Company and also suffered extreme and severe mental anguish and emotional distress, including difficulty sleeping, humiliation, embarrassment, and other mental distress.

3.8. Plaintiff has also suffered, and will continue to suffer, a loss of earning potential, other job opportunity and benefits. He is therefore entitled to general and consequential damages to be proven at trial.

PRAYER OF RELIEF

WHEREFORE, Plaintiff, Robert A Hendrick, requests judgment against defendant Northern Star Pogo, LLC, as follows:

1. Full and complete payment of all damages permitted that related to plaintiff's claim against defendant, alleging retaliation for engaging in protected activity, which resulted in his termination from employment with North American Sales Company, including lost wages, future wages, punitive damages, attorney fees, prejudgment interest, and other permitted remedies, within the jurisdictional limit of this court, with the exact amount to be proven at trial.

2. Plaintiff Robert Hendrick further seeks such other relief as the court may deem just and proper based on the egregious nature of defendant's conduct.

Dated: August 15, 2023

David S. Miller

Isaac D. Zorea
ABA No. 0011090
Counsel for Robert A. Hendrick

IN THE DISTRICT/SUPERIOR COURT FOR THE STATE OF ALASKA
AT FAIRBANKS

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STOEL RIVES LLP

Robert A. Hendrick

Plaintiff(s),

vs.

Northern Star Pogo, LLC

Defendant(s).

CASE NO. 4FA-23-01987CI

**SUMMONS
AND
NOTICE TO BOTH PARTIES
OF JUDICIAL ASSIGNMENT**To Defendant: Northern Star Pogo, LLC

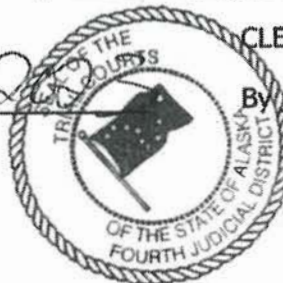
You are hereby summoned and required to file with the court a written answer to the complaint which accompanies this summons. Your answer must be filed with the court at 101 Lacey Street, Fairbanks, AK 99701 within 20 days* after the day you receive this summons. In addition, a copy of your answer must be sent to plaintiff's attorney or plaintiff (if unrepresented) Isaac D Zorea, whose address is: PO Box 210434, Anchorage, AK 99517.

If you fail to file your answer within the required time, a default judgment may be entered against you for the relief demanded in the complaint.

If you are not represented by an attorney, you must inform the court and all other parties in this case, in writing, of your current mailing address and any future changes to your mailing address and telephone number. You may use court form *Notice of Change of Address / Telephone Number* (TF-955), available at the clerk's office or on the court system's website at <https://public.courts.alaska.gov/web/forms/docs/tf-955.pdf>, to inform the court. - OR - If you have an attorney, the attorney must comply with Alaska R. Civ. P. 5(i).

NOTICE OF JUDICIAL ASSIGNMENT

TO: Plaintiff and Defendant

This case has been assigned to Judge Welch
August 16, 2023
Date


CLERK OF COURT

By

Deputy Clerk

*The State or a state officer or agency named as a defendant has 40 days to file its answer. If you have been served with this summons outside the United States, you also have 40 days to file your answer.

CIV-100 FBKS (10/17)(cs)
SUMMONS

Civil Rules 4, 5, Ex. A, p. 56